

**AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA and
HEALTHSTAT, INC. for
MEDICAL CENTER SERVICES
RFP #16-0209**

This is an Agreement between Lake County, Florida, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, by and through its Board of County Commissioners, and HEALTHSTAT, Inc., a foreign for profit corporation authorized to do business in the State of Florida, their successors and assigns, hereinafter collectively referred to as HEALTHSTAT.

WITNESSETH:

WHEREAS, COUNTY desires to reduce Plan healthcare costs for its employees while improving the overall health of its employees; and

WHEREAS, the COUNTY publicly submitted an Request for Proposal (RFP) #16-0209 seeking entities to provide medical center services; and

WHEREAS, HEALTHSTAT is qualified, willing and able to assist the COUNTY by establishing and operating an employee medical center ("Clinic") and by providing other value-added services, all designed to assist the COUNTY in reducing Plan health care costs and decreasing lost productivity due to illness-related absences ("Benefits"); and

WHEREAS, HEALTHSTAT desires to contract with the COUNTY to establish a Clinic for employees of the COUNTY and to provide other services as set forth in this Agreement; and

WHEREAS, HEALTHSTAT has made COUNTY aware, and, COUNTY acknowledges the success and effectiveness of the services offered by HEALTHSTAT in achieving benefits is greatly dependent upon the support and assistance the COUNTY provides HEALTHSTAT with encouraging participation of COUNTY's workforce.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, promises, covenants and payment hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

Article 1. Recitals

1.1 The foregoing recitals are true and correct and incorporated herein.

Article 2. Scope of Professional Services

On the terms and conditions set forth in this Agreement, HEALTHSTAT shall provide medical center services for personnel employed by the Lake County Board of County Commissioners and other public sector entity organizations located in Lake County, Florida that are current participants in the Lake County health benefit program. The services shall be provided by HEALTHSTAT in accordance with the Scope of Services, attached hereto and incorporated herein as **Attachment "A"**, as modified or clarified by Addendum #1, dated February 10, 2016 and Addendum #2, dated February 17, 2016, collectively attached hereto and incorporated herein by reference as **Attachment "B"**. It is understood that the Scope of Services may be modified or changed by either party, but to be effective any modification or amendment must be in writing, executed by the parties, and in accordance with the

COUNTY's Purchasing Policies and Procedures. A copy of these policies and procedures shall be made available to HEALTHSTAT upon request. HEALTHSTAT acknowledges and agrees that the representations made and guarantees provided for in **Attachment "A"** are a material part of this Agreement, and were an inducement to the COUNTY to enter into this Agreement.

2.1 *Establishment of Medical Clinic.*

- 2.1.1** HEALTHSTAT shall operate and administer a medical center ("Clinic") for the personnel of the Lake County Board of County Commissioners and other public sector entity organizations located in Lake County, Florida that are current participants in the Lake County health benefit program, at a location agreed to by HEALTHSTAT and the COUNTY.
- 2.1.2** HEALTHSTAT shall provide licensed and certified medical professionals to work at the Clinic who are employed by HEALTHSTAT, or contracted with licensed physicians or physician practices ("Group" or "Groups" which term shall include both sole physician practices and practices with multiple physicians) to provide professional services consistent with reasonable and appropriate standards of community-based primary care providers, and who are responsible for supervising the medical professionals operating the Clinic. Each medical professional, nurse practitioner (NP/ARNP), physician assistant (PA), and nurse shall be employed or contracted by HEALTHSTAT or shall be supervised by a physician independently contracted by HEALTHSTAT. Each medical professional, NP, ARNP, MD and the Group(s) shall be certified in their medical specialty, shall meet all requirements for continuing education and peer review and shall remain in good standing with the State licensing authority governing the practice of medicine within the State of Florida. Each Group shall supervise and oversee each NP, ARNP, and MD at the Clinic in accordance with applicable state law. Every HEALTHSTAT contract with a Group shall contain provisions requiring the Group to comply with all applicable state laws in the provision of professional medical services at the Clinic and, shall contain an agreement to indemnify COUNTY against all claims, losses, and liability sought or determined in connection with the provision of medical services at the Clinic unless such indemnity is prohibited by law. HEALTHSTAT shall further require that each Group carry medical malpractice insurance.
- 2.1.3** The services to be provided under this Agreement, and, therefore, the success of HEALTHSTAT in improving benefits is initially dependent upon HEALTHSTAT being able to locate and staff the Clinic. HEALTHSTAT shall use its best efforts to locate and coordinate medical professionals in order to provide hours of service at the Clinic as set forth on **Attachment "A"** attached hereto, unless otherwise agreed to by the parties.
- 2.1.4** The Clinic shall be opened at the chosen location by the date set forth in **Attachment "A"**. In the event any Clinic is not opened on the date set forth on **Attachment "A"** as a result of the failure of HEALTHSTAT to provide a medical professional(s) at the Clinic, the County shall have the right to immediately terminate this Agreement.

2.2 Education of workforce about HEALTHSTAT Services. HEALTHSTAT shall provide an agreed upon number of educational sessions at agreed upon locations on agreed upon dates for a total minimum of 80 hours annually. In each education session, HEALTHSTAT shall provide education to COUNTY's workforce about the services offered by HEALTHSTAT and the benefits which employees, and eligible spouses and dependents, if included, may derive from using the services provided by HEALTHSTAT.

2.3 Ongoing Promotion of Clinics.

2.3.1 Monthly Distributions: HEALTHSTAT will send out a wellness newsletter and a monthly Awareness Flyer that follows the National Observance Calendar for wellness and can be posted at the Clinic. HEALTHSTAT will also distribute wellness board power point slides. COUNTY will pay copying charges.

2.3.2 High Health Risk Participant Outreach: HEALTHSTAT will conduct outreach phone calls and direct mailings encouraging High Risk Participants to get into the Clinic to improve their health.

2.3.3 At COUNTY's request HEALTHSTAT shall participate in such other wellness activities as may be sponsored by COUNTY (at an additional cost to COUNTY for such services as agreed).

2.4 Health Assessment(s). Personal health information obtained during each assessment will be collected in accordance with HEALTHSTAT business practices designed to ensure its privacy and security in accordance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). HEALTHSTAT shall at times take actions to secure all data and inform in accordance with HIPAA.

2.5 Communication and Reporting. HEALTHSTAT shall produce the following reports to the COUNTY, as well as such other reports as COUNTY may request. The form and substance of additional requested reports shall be as mutually agreed to by HEALTHSTAT and COUNTY. All reports shall be HIPAA compliant.

2.5.1 Individual health profiles for assessment participants shall be compiled and distributed to each participant only after each health assessment.

2.5.2 At the County's request, aggregate health risk report(s) for the entire employee population on a de-identified basis.

2.5.3 After the Clinic has been opened for two (2) consecutive quarters, participant compliance with frequency schedule reports recommended for the number of risk factors identified during the health assessment(s) shall be provided.

2.5.4 Monthly report on Clinic utilization and referral outside the Clinic.

2.5.5 Monthly activity reports summarizing the services furnished at the Clinic.

No Personal Health Information contained in reports generated by HEALTHSTAT shall be released except in a de-identified format by HEALTHSTAT, or the Group(s) and medical professional(s)

without the prior written consent of the individual(s) or in accordance with HIPAA. All materials, records and/or documents produced under this Agreement shall become the property of Lake County, Florida. Unless restricted under HIPAA, HEALTHSTAT shall provide the County Manager, County Attorney, and the Human Resources Director access to all related materials, records and/or documents upon request.

2.6 Interventions. The medical professional at each Clinic, or, a HEALTHSTAT representative shall contact each health assessment participant, which is identified as having two (2) or more high healthcare risk factors according to the health assessment (and each participant with one (1) risk factor if at panic levels) within twelve (12) months of the Clinic opening. The medical professional at the Clinic shall be available during regularly scheduled Clinic hours of operation to consult with and assist in the development of a program for each health assessment participant contacted.

2.7 Appointment of Local Account Manager. HEALTHSTAT shall appoint and provide an experienced local account manager and provide notice to COUNTY of the appointment within ten (10) days of the date this Agreement is executed. In addition to overseeing the implementation of this program, the account manager shall be available to review and discuss the activities of and reports generated from each Clinic.

2.8 Medical Professional and Physician Selection. HEALTHSTAT shall provide medical professionals who are trained, qualified, licensed and certified to perform clinical services required at the Clinic, including a Board certified physician. HEALTHSTAT shall introduce a physician to the COUNTY so the COUNTY may evaluate and provide feedback on the proposed candidate(s). However, HEALTHSTAT shall make the final decision with respect to whether to contract with the candidate(s).

2.9 Medical Professionals.

2.9.1 HEALTHSTAT has represented to the COUNTY that the services to be provided under this Agreement will be performed by the personnel listed in the Scope of Services attached hereto as **Attachment "A"**, barring illness, accident, or other unforeseeable events of a similar nature in which case HEALTHSTAT must be able to promptly provide a qualified replacement. In the event HEALTHSTAT wishes to substitute personnel or to provide additional personnel, HEALTHSTAT shall propose a person with equal or higher qualifications and such addition or replacement is subject to prior written approval by the COUNTY. In the event the requested person is not satisfactory to the COUNTY and the matter cannot be resolved to the satisfaction of the COUNTY, the COUNTY reserves the right to cancel this Agreement for cause. In addition, the COUNTY reserves the option to require substitution of key personnel by HEALTHSTAT as long as such action is not demanded in an arbitrary or capricious manner.

2.9.2 The professional conduct of the medical professional is governed by applicable state laws and supervised by Group. Neither HEALTHSTAT nor COUNTY shall exercise any control or direction over the method or manner in which the medical professional performs professional services and functions at the Clinic. Neither HEALTHSTAT nor COUNTY shall intervene in any way or manner with the services provided by the medical professional unless actions are in violation of the regulations and/or rules of conduct governing employees at COUNTY's place

of business. It is understood between the parties that the traditional, customary, usual and confidential relationship between a health care provider and a patient exist between the medical professional and employees and all authorized persons seeking the professional services of the Clinic. COUNTY shall in no event be liable for the conduct of the medical professional(s), including the physician, whether an independent contractor or employee of HEALTHSTAT.

2.9.3 In the event COUNTY deems the performance of any medical professional disruptive to COUNTY's place of business, detrimental to the health or safety of members of COUNTY's workforce or any dependent family members, or is in violation of the regulations and rules of conduct governing employees of COUNTY, COUNTY may request that a medical professional be removed from the Clinic. When HEALTHSTAT is notified of such a request by COUNTY, HEALTHSTAT shall notify the medical professional and Group and HEALTHSTAT shall place the medical professional on administrative leave until a review of the matter is completed within ten (10) days. If after a review of the matter complained about, COUNTY or HEALTHSTAT desire that the medical professional not return to the Clinic, HEALTHSTAT shall immediately commence actions to recruit another medical professional to provide services at the Clinic and advise COUNTY when a substitute medical professional may be placed at the Clinic.

2.9.4 During the term of this Agreement HEALTHSTAT assures the COUNTY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, and that HEALTHSTAT does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against HEALTHSTAT employees or applicants for employment. HEALTHSTAT understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

2.9.5 HEALTHSTAT shall obtain and maintain throughout the term of this Agreement any and all licenses required to do business in the State of Florida and in Lake County, Florida. HEALTHSTAT shall ensure that all persons employed by HEALTHSTAT, including any and all subcontractors, during the term of this Agreement meet the employment eligibility requirements of the State of Florida and the United States of America.

2.9.6 HEALTHSTAT shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of:

- A. All persons employed by HEALTHSTAT during the term of this Agreement to perform employment duties within Lake County; and
- B. All persons, including subcontractors, assigned by HEALTHSTAT to perform work pursuant to the contract.

2.10 Independent Contractors. Each and every medical professional, physician, nurse practitioner, physician assistant and Group providing services at Clinic is an independent contractor or employee of HEALTHSTAT. Each and every medical professional, physician, nurse practitioner, physician assistant shall be supervised by Group pursuant to the terms of a written contract. It is

understood and agreed that no medical professional and no Group shall be deemed to be an employee of COUNTY. No medical professional nor any Group shall be eligible for vacation pay, health insurance, life insurance, sick leave, retirement benefits, social security, workers' compensation, disability insurance, unemployment insurance benefits or any other employee benefit of any kind provided by COUNTY. COUNTY shall have no liability for any compensation due medical professional, nor any Group providing direct or supervisory services at any Clinic. HEALTHSTAT shall indemnify COUNTY from and against any and all claims for any such benefits.

2.11 Clinic Responsibilities.

2.11.1 It shall be the responsibility of HEALTHSTAT to enter into a lease and acquire possession of an adequate facility located in Tavares, Florida to be used as the Clinic. HEALTHSTAT shall use good faith effort to negotiate with a third party landlord for a rental rate that is fair and comparable to like facilities. In no event should the rent be more than twenty four thousand dollars (\$24,000.00) annually. Prior to entering into a lease with a third party landlord, HEALTHSTAT and the County Manager shall mutually agree to the proposed location of the Clinic and the rental terms associated with such facility. The County agrees to be responsible for payment of rent to HEALTHSTAT for the remaining lease term, in the event this Agreement is terminated by the County.

2.11.2 The parties agree that the costs and work associated with the initial design, renovation and preparation of the Clinic in excess of six thousand dollars (\$6,000.00) shall be borne by HEALTHSTAT. The COUNTY shall pay a one-time "Other Administrative Cost" set forth in **Attachment "C"**. HEALTHSTAT shall arrange for all utilities, medical waste removal services, onsite dispensary, janitorial services, and shall be responsible for routine upkeep of interior. HEALTHSTAT shall be responsible for acquiring any and all computers, electronics, computer fees, software, hardware and internet access for the Clinic.

2.11.3 HEALTHSTAT shall make all reasonable efforts to maintain the safe and proper operation of all equipment located within the Clinic and shall be responsible for the initial set up of exam rooms in the Clinic. A list of supplies to be included in the exam rooms in the Clinic is attached hereto as **Attachment "D"**.

2.11.4 The weekly schedule for the hours of operation of the Clinic will be mutually agreed upon by COUNTY and HEALTHSTAT. Changes to the weekly schedule may be made only with the mutual written consent of COUNTY and HEALTHSTAT.

Article 3. Compensation.

3.1 HEALTHSTAT shall be compensated for its services in accordance with the Pricing Schedule in **Attachment "C"**, attached hereto and incorporated herein by reference. These costs shall prevail for the full duration of the term of this Agreement.

3.2 HEALTHSTAT shall submit invoices to the COUNTY's Human Resources Department, 315 W. Main Street, P.O. Box 7800, Tavares, Florida 32778 for the services performed by the tenth (10th) calendar day of each month. The invoices shall reflect the reimbursement of the management fee, supply

costs and all types of service providing to the COUNTY for the previous month. All invoices shall contain the contract number, the date and any other information needed by the COUNTY in order to enable formal acceptance of the services provided and authorization for payment by the COUNTY. Failure to submit invoices in the prescribed manner will delay payment, and HEALTHSTAT may be considered in default and this Agreement may be terminated. Submittal of these periodic invoices shall not exceed thirty (30) calendar days from the performance of the service. Under no circumstances shall the invoices be submitted to the County in advance of performance and acceptance of the services

3.3 The COUNTY shall make payment on all undisputed invoices in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

Article 4. Special Terms and Conditions

4.1 Term and Termination.

4.1.1 This Agreement shall become effective on the date of execution of this Agreement by the COUNTY and shall remain in effect for a period of twelve (12) months commencing on the opening date of the Lake County Employee Medical Center described on **Attachment "A"** or on October 1, 2016, whichever is later. Prior to, or upon completion, of the initial term of this Agreement, the County shall have the option to renew this Agreement for four (4) additional twelve (12) month periods. Continuation of this Agreement beyond the initial period, and any option subsequently exercised, is a County prerogative, and not a right of the vendor.

4.1.2 If either party defaults in the performance of any of its obligations hereunder, and such condition of default is not cured within thirty (30) days after delivery of written notice of such condition, any non-defaulting party may, at its option, terminate this Agreement by delivery of written notice of its intention to terminate seven (7) days after the expiration of the thirty (30) day cure period.

4.1.3 This Agreement may be terminated by either party by submitting written notice sixty (60) days in advance to the other party. If any services hereunder are in progress but not completed on the date of termination, then this Agreement may be extended upon written approval of the COUNTY until said services are completed and accepted. In the event of termination, HEALTHSTAT shall submit a final invoice to the COUNTY and the COUNTY agrees to compensate HEALTHSTAT for all services provided prior to effective date of termination.

4.1.4 When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, this Agreement shall be canceled and HEALTHSTAT shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the services delivered under this Agreement.

4.1.5 In the event that the services provided by HEALTHSTAT or its employees, agent and contractors, do not conform to the specifications listed in this Agreement and its attachments, the County reserves the right to terminate this Agreement and will not be responsible for any such service.

4.2 *Right to Audit.* The COUNTY reserves the right to require HEALTHSTAT to submit to an audit by any auditor of the COUNTY's choosing. HEALTHSTAT shall provide access to all of its records, which relate directly or indirectly to this Agreement at the medical clinic during regular business hours. HEALTHSTAT shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for five (5) years following expiration of the Agreement. HEALTHSTAT agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards. This provision is hereby considered to be included within, and applicable to, any subcontractor agreement entered into by HEALTHSTAT in performance of any work hereunder.

If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by HEALTHSTAT to the COUNTY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY's audit shall be reimbursed to the COUNTY by HEALTHSTAT. Any adjustments and/or payments which must be made as a result of any such audit or inspection of HEALTHSTAT's invoices and/or records shall be made within a reasonable amount of time, but in no event shall the time exceed ninety (90) days, from presentation of the COUNTY's audit findings to HEALTHSTAT.

4.3 *Public Records.*

4.3.1 All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by HEALTHSTAT for or on behalf of the COUNTY shall be the property of the COUNTY and will be turned over to the COUNTY upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the COUNTY are public records available for inspection by any person even if the file or paper resides in the HEALTHSTAT's office or facility. HEALTHSTAT shall maintain the files and papers for not less than five (5) complete calendar years after the project and services have/has been completed or terminated, whichever is longer. Prior to the termination of this Agreement, HEALTHSTAT shall appoint a records custodian to handle any records request and provide the custodian's name and telephone number(s) to the COUNTY. Failure to comply with this subsection shall be deemed a breach of the contract and enforceable as set forth in Section 119.0701, Florida Statutes.

4.3.2 Any copyright derived from this Agreement shall belong to the author. The author and HEALTHSTAT shall expressly assign to the COUNTY nonexclusive, royalty free rights to use any and all information provided by HEALTHSTAT in any deliverable and/or report for the COUNTY's use which may include publishing in COUNTY documents and distribution as the COUNTY deems to be in the COUNTY's best interests. If anything included in any deliverable limits the rights of the COUNTY to use the information, the deliverable shall be considered defective and not acceptable and HEALTHSTAT will not be eligible for any compensation.

4.3.3 Pursuant to Section 119.0701, Florida Statutes, HEALTHSTAT shall comply with the Florida Public Records' laws, and shall:

1. Keep and maintain public records required by the COUNTY to perform the services identified herein.

2. Upon request from the COUNTY's custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to COUNTY.

4. Upon completion of the contract, transfer, at no cost, to the COUNTY all public records in possession of the CONTRACTOR or keep and maintain public records required by the COUNTY to perform the service. If HEALTHSTAT transfers all public records to the COUNTY upon completion of the contract, HEALTHSTAT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If HEALTHSTAT keeps and maintains public records upon completion of the contract, HEALTHSTAT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY's custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.

IF HEALTHSTAT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO HEALTHSTAT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT LAKE COUNTY HUMAN RESOURCES, 352-343-9839, 315 W. MAIN STREET, TAVARES, FLORIDA 32778, randerson@lakecountyfl.gov.

4.4 *Privacy and Security of Employee Health Information.* HEALTHSTAT and COUNTY acknowledge and agree that some of the services provided under this Agreement may involve the sharing of protected health information ("PHI" as defined under 45 C.F.R. §164.501) of COUNTY's workforce. HEALTHSTAT agrees to maintain the privacy of such information in accordance with the business associate provisions set forth under the Privacy Regulations adopted by the United States Department of Health and Human Services pursuant to HIPAA.

4.5 *Confidentiality of Information.* HEALTHSTAT and COUNTY shall maintain the confidentiality of data and information gathered, delivered and/or exchanged as further described in the HIPAA Business Associate Agreement. A breach in this Agreement would be notified by HEALTHSTAT. Upon termination of this Agreement, each party agrees to return to the other all proprietary information of the other party in their possession including, without limitation, any documentation evidencing COUNTY's or HEALTHSTAT's policies and procedures, or, give written assurances of its destruction, unless otherwise required by Florida public records laws.

4.6 *Insurance.* Within five (5) business days of the effective date of this Agreement, HEALTHSTAT shall provide the COUNTY an original certificate of insurance, indicating that HEALTHSTAT has coverage in accordance with the requirements of this paragraph. This certificate of insurance must be received and accepted by the COUNTY prior to any services being performed by

HEALTHSTAT under this Agreement. HEALTHSTAT shall provide and maintain at all times during the term of this Agreement and any renewals thereof, without cost or expense to the County, policies of insurance, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the County, insuring HEALTHSTAT against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of HEALTHSTAT under the terms and provisions of this Agreement.

Such policies of insurance, and confirming certificates of insurance, shall insure HEALTHSTAT is in accordance with the following minimum limits:

General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

Automobile liability insurance, including owned, non-owned, and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$1,000,000
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Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc). If not required by law to maintain workers compensation insurance, HEALTHSTAT must provide a notarized statement that if an employee of HEALTHSTAT is injured; he or she will not hold the County responsible for any payment or compensation.

Employers Liability insurance with the following minimum limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employee	\$1,000,000
Disease-Policy Limit	\$1,000,000

Professional liability and/or specialty insurance (to specifically include medical malpractice, errors and omissions, and any other relevant coverages) with minimum limits of \$2,000,000 occurrence and annual aggregate of \$4,000,000, with coverage placed with an A rated carrier by AM Best Rating Co.

Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, shall be named as additional insured as their interest may appear on all applicable liability insurance policies.

The certificate(s) of insurance, shall provide for a minimum of thirty (30) days prior written notice to the County of any change, cancellation, or nonrenewal of the provided insurance. It is HEALTHSTAT's

specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder.

If it is not possible for HEALTHSTAT to certify compliance, on the certificate of insurance, with all of the above requirements, then HEALTHSTAT is required to provide a copy of the actual policy endorsement(s) providing the required coverage and notification provisions.

Certificate(s) of insurance shall identify the applicable solicitation (RFP) number in the Description of Operations section of the Certificate.

Certificate holder shall be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS.

P.O. BOX 7800

TAVARES, FL 32778-7800

Certificates of insurance shall evidence a waiver of subrogation in favor of the County, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the County.

HEALTHSTAT shall be responsible for subcontractors, subconsultants and their insurance. Subcontractors and subconsultants, are to provide certificates of insurance to HEALTHSTAT evidencing coverage and terms in accordance with HEALTHSTAT's requirements.

All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the COUNTY, the insurer shall reduce or eliminate such self-insured retentions, or HEALTHSTAT be required to procure a bond guaranteeing payment of losses and related claims expenses.

The County shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of HEALTHSTAT providing such insurance.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of this Agreement for default.

Neither approval by the County of any insurance supplied by HEALTHSTAT, nor a failure to disapprove that insurance, shall relieve HEALTHSTAT of full responsibility for liability, damages, and accidents as set forth herein.

4.7 Indemnification. HEALTHSTAT shall indemnify and hold COUNTY and its agents, officers, commissioners or employees harmless for any damages resulting from failure of HEALTHSTAT to take out and maintain the above insurance. Additionally, HEALTHSTAT agrees for good and valuable consideration in the amount of ten dollars (\$10.00) to indemnify, and hold the Board of County Commissioners, Lake County, Florida, and its officers, commissioners, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities resulting from the negligent act, error or omission of HEALTHSTAT, its agents, employees or representative, in the performance of HEALTHSTAT's duties set forth in this

Agreement.

In addition, if requested by COUNTY, HEALTHSTAT shall cause any medical professional(s) or Group(s) contracted to provide services to COUNTY's employees to enter into a written agreement, satisfactory to COUNTY, to indemnify and hold harmless COUNTY and its officers, directors, affiliates, employees and agents, from and against any claims, liabilities, losses or expenses, including without limitation reasonable attorneys' fees, arising or resulting from the negligent performance of professional services or acts and omissions as contemplated by this Agreement.

Article 5. Miscellaneous Provisions

5.1 This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie in Lake County, Florida and any trial non-jury.

5.2 Neither party may assign any rights or obligations under this Agreement to any other party unless specific written permission from the other party is obtained. Additionally, HEALTHSTAT shall notify and obtain prior written consent from the COUNTY prior to any merger or acquisition with and/or by any other entity.

5.3 The captions utilized in this Agreement are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions hereof.

5.4 This Agreement shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns.

5.5 This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto, unless otherwise stated herein.

5.6 The failure of any party hereto at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Agreement.

5.7 HEALTHSTAT shall at all times comply with all Federal, State and local laws, rules and regulations. Any fines levied by the above mentioned authorities for failure to comply with these requirements shall be borne solely by HEALTHSTAT.

5.8 Any individual, corporation, or other entity that attempts to meet its contractual obligations with the COUNTY through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The COUNTY as a further sanction may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

5.9 The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

5.10 Wherever provision is made in this Agreement for the giving, service or delivery of any

notice, statement or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail addressed as follows:

If to HEALTHSTAT:

Healthstat, Inc.
4651 Charlotte Park Drive, Suite 300
Charlotte, North Carolina 28217

If to COUNTY:

County Manager
County Administration Building
315 West Main Street, Suite 308
Post Office Box 7800
Tavares, Florida 32778-7800

Each party hereto may change its mailing address by giving to the other party hereto, by hand delivery, United States registered or certified mail notice of election to change such address.

Article 6. Scope of Agreement

6.1 This Agreement is intended by the parties hereto to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made. Any items not covered under this contract will need to be added via written addendum, and pricing negotiated based on final specifications.

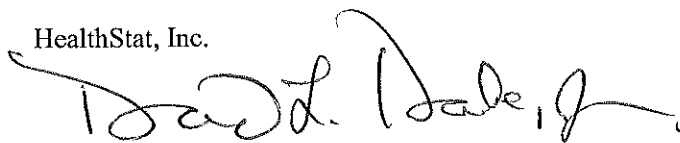
6.2 This Agreement contains the following attachments, all of which are incorporated herein as a material part of this Agreement:

Attachment A:	Scope of Services
Attachment B:	Addendums
Attachment C:	Pricing Schedule
Attachment D:	Medical Exam Room Supply List
Attachment E:	Medication and Dispensary

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: COUNTY through its Board of County Commissioners and by HEALTHSTAT through its duly authorized representative.

HEALTHSTAT

HealthStat, Inc.

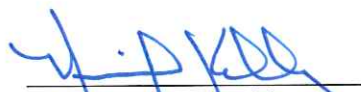


David L. Dale, Jr., President
License #: 604539

This 3rd day of May, 2016.

AGREEMENT BETWEEN LAKE COUNTY AND HEALTHSTAT
RFQ#16-0209

ATTEST:



Neil Kelly, Clerk of the
Board of County Commissioners
of Lake County, Florida

COUNTY

Board of County Commissioners
of Lake County, Florida



Sean M. Parks
Chairman

This 24th day of May, 2016.

Approved as to form and legality:



Melanie Marsh, County Attorney

ATTACHMENT A

SCOPE OF SERVICES

Healthstat, Inc. ("Healthstat") hereby agrees, pursuant to the terms and conditions of this Agreement, to provide medical center services in support of personnel employed by the Lake County Board of County Commissioners ("County") and other public sector entity organizations located in Lake County that are current participants in the Lake County health benefit program. The County acknowledges that Healthstat submitted a response to RFP 16-0209 under the Management Company Model. Healthstat hereby agrees and understands that the County intends no control over the clinic operations, and will in fact refrain from any direct involvement in physical treatments or the hiring of any medical professionals and personnel at the clinic. Nevertheless, the County does retain the right to fully address any appropriately documented notice or concern regarding performance of Healthstat as an entity, or the services provided by personnel employed by Healthstat.

It is specifically noted that County personnel work and live throughout Lake County, and a wide range of geographic coverage for provision of services is highly desired to support employee and eligible dependent participation. The parties agree that the employee medical center ("Clinic") will be located in Tavares, Lake County, Florida at a location agreed to by Healthstat and the County Manager of Lake County, Florida.

Throughout the term of this Agreement and any renewals, and pursuant to the terms and conditions of this Agreement, Healthstat shall provide the following services:

A. Administrative Services

1. Open, manage, equip and operate a Lake County employee medical center ("Clinic") for the personnel of the Lake County Board of County Commissioners and other public sector entity organizations located in Lake County that are current participants in the Lake County health benefit program. The facility to be used as the Clinic shall be a location agreed to by Healthstat and the County Manager that is convenient for the County's members. Such clinic shall be open by October 1, 2016, unless otherwise agreed to by the parties.
2. Secure all necessary clinic facility and clinic provider licenses.
3. Maintain hours of operation at the Clinic that are flexible and meet the needs of the members. Healthstat shall ensure the **Clinic is open at least forty (40) hours per week**. The weekly schedule for the hours of operation of the Clinic will be mutually agreed upon by the County Manager and Healthstat. Changes to the weekly schedule may be made only with the mutual written consent of the County Manager and Healthstat
4. Assign and provide an experienced local account manager, with experienced support staff.
5. Provide qualified, licensed and certified medical professionals, including a Board certified physician, to provide professional medical services at the clinic consistent with reasonable and appropriate standards of community-based primary care. Each professional that is employed or contracted by Healthstat shall remain in good standing with the State of Florida and the State licensing authority governing the practice of medicine. The County reserves the right to review and approve all medical professionals during the term of this Agreement.

6. Ensure that a qualified, licensed and certified physician is present at the Clinic **at all hours of operation** of the Clinic (40 hours a week).
7. Have procedures in place to secure data and information that are Health Insurance Portability and Accountability Act of 1996 (HIPAA) compliant;
8. Assume the legal liability for Healthstat and its medical professionals', nurses', physicians' and nurse practitioners' actions and inactions regarding the clinic.
9. Have the capability to accept member co-pays and fees for services rendered.
10. Have a system in place to follow best practices and evidence based medicine guidelines.
11. Utilize electronic medical records that are accessible at the clinic.
12. Ensure the clinic is capable of accepting member eligibility electronically.
13. Provide the ability for County's members to schedule appointments at the clinic online.
14. Interface clinic visits, medical encounters and medication dispensing with the County's health plan. Claims are to be processed through the County's health plan, or claims information is to be electronically transferred to the health plan on a weekly basis. The encounter information pertinent to the visit is to be transferred to the health plan.
15. Have and maintain ePrescribing capabilities.
16. Conduct an annual member satisfaction survey, specific to the County.
17. Perform the administrative and management services as outlined in the Lake County Employee Medical Center Scope of Services Form, attached below.

B. Medical Services

Primary Care Medical Services:

1. Conduct periodic comprehensive physical examinations.
2. Provide follow up care for abnormal screening results.
3. Provide medical services to members for acute conditions.
4. Provide medical services for members with chronic conditions.
5. Provide follow up medical care for acute and chronic conditions.
6. Provide medical care for urgent conditions.

Ancillary Medical Services:

1. Provide laboratory specimen collection.
2. Provide biometric screenings for blood glucose levels, cholesterol levels, blood pressure, and BMI calculations.
3. Provide radiology services through a convenient and cost effective network provider.
4. Provide occupational health services for impacted County employees.
5. Provide employment related services for County employees to include pre-employment physicals and employment related physicals.
6. The discount arrangements, utilization, and dispensing of prescription drugs will be administered in accordance with the County's health plan pharmacy benefit manager, currently Prime Therapeutics. As an alternative, Healthstat may use a discount arrangement if the County determines that the discount arrangement is more cost effective for the County.
7. Provide for the dispensing of common medications at the Clinic, or as an alternative, provide for the dispensing of common medications at a convenient location in a timely manner.
8. Provide for the dispensing of other medications at convenient locations in a timely manner.

Health Risk Assessments (HRA):

1. Conduct biometric screenings and ensure the completion of health risk assessments in a mass event(s) for the cost set out in Attachment "C", at a location(s) to be determined by the County Manager. The County and Healthstat agree that at least one of the health risk assessment mass events will be held at the Clinic. If an employee does not or is not able to attend a health risk assessment mass event and the employee seeks services at the Clinic, Healthstat will ensure that a qualified medical professional provides a health risk assessment for such employee at the Clinic as specified below and in Attachment "C".
2. A health risk assessment will include, at minimum: lifestyle assessment, height measurement, weight measurement and blood pressure, total cholesterol, HDL, LDL, glucose and triglycerides readings.
3. Healthstat shall utilize a full-time, dedicated Health Risk Assessment team consisting of qualified and trained specialists to deploy to the mass event(s) to conduct biometric screening. Healthstat shall use HIPAA- and OSHA-compliant assessments using state-of-the-art, user-friendly technology designed by our internal team to our exacting specifications. Healthstat will provide extremely clear instructions to employees prior to the event, and to participants at the event, so that things will run smoothly and everyone knows what is needed and where to go. By performing mass events, the population is more likely to participate.

- Efficient electronic registration system identifies and tracks people through each of 3 stations – registration, blood draw and health risk assessment questionnaire (if not previously completed online)
- Queue system ensures no/shortest-possible wait times
- Process takes approximately 8 minutes if questionnaire has been completed online; add approximately 5 additional minutes if questionnaire is completed at the event on an electronic tablet
- Fully digital – little paper required
- Near perfect patient satisfaction scores, with 100% patient participation rate in survey
- Built-in fail-safes that ensure data integrity
- Rapid turnaround of data through electronic system
- Highest level of protection of personal health information

Health Management Services:

1. Promote the completion and track compliance with identified age and gender specific screenings.
2. Conduct periodic screenings in areas such as skin cancer, hypertension, vision and hearing.
3. Act as a health advocate for members by assisting them with improved access to care, improved understanding of health conditions, and improved healthcare compliance.
4. Implement health management initiatives (i.e. diabetes, weight, hypertension, cholesterol management, and wellness programs).
5. Identify and make improvements in medical and medication care compliance.
6. Contact members following medical encounters to discuss compliance and conditions.
7. Dispense common acute medications, or as an alternative, provide the filling of medications at a pharmacy convenient to the member.
8. Manage medication adherence for patients with chronic medical conditions.
9. Interface with prescribing attending physicians to improve generic and formulary compliance.
10. Assist with the initial program roll-out campaign to the employees, to include employee health education, distribution of educational materials that will introduce the services to the employee and support an initial wellness screening campaign (CBC with metabolic panel) for all covered employees by providing blood draws, analysis and feedback to any employee or covered dependent that participates.

Network Referrals:

1. Identify and when appropriate, utilize a high performance provider network for care not available at the Clinic.
2. Make referrals to the County's current provider network.

3. Identify and when appropriate, utilize a high performance facilities network.

Communications and Reporting:

1. Market the services provided through the Clinic to the County's members.
2. Communicate with regional providers regarding the Clinic capabilities and is to communicate with regional providers on specific member follow up issues.
3. Provide the County with monthly reports on utilization and reports on referrals outside the Clinic.

In the event the County no longer seeks Healthstat to provide one of the above listed services, the County Manager or designee will provide written notice to Healthstat that the performance of one or more of the above listed services is no longer required.

LAKE COUNTY EMPLOYEE MEDICAL CENTER
RFP NUMBER: 16-0209
SCOPE OF SERVICES FORM

A. Company Background and Administration

1. Provide the following information about your company:

Company Name	Healthstat, Inc.
Company Address	4651 Charlotte Park Drive, Suite 300, Charlotte, NC 28217
Primary Contact for RFP	Susan Kinzler
E-mail Address	susan.kinzler@healthstatinc.com
Telephone	704-529-6161

2. List the Employee Medical Center (Clinic) model your Company is proposing. Place an "X" in the Model that applies.

Model	Proposal
Management Company Model	X
Local Provider Model	

3. List the personnel your company will assign to help administer the County's clinics.

	Name	Location	Years with Company	Clinic Experience
Account Manager	R. Witting, Senior Account Manager	Lake County, Florida	1	MBA in exercise science, over 15 years of experience in healthcare, including training, client and territory management, sales, project management, presentations and negotiations.
Implementation Manager	M. Moser or J. Cichonski, PMP	Charlotte, NC	5, 4 respectively	Each has: <ul style="list-style-type: none"> • Successfully implemented more than 20 onsite or near-site employer-based clinics • Delivered hundreds of education sessions • Coordinated implementation of occupational medicine services to meet federal and local regulations, including drug screening procedures,

	Name	Location	Years with Company	Clinic Experience
Medical Director	Dr. E. Hart	Charlotte, NC	15	pre-employment screenings, fit-for-duty examinations and work-related injuries Dr. Eric Hart co-founded Healthstat in 2001. As a Family Physician focused on the early identification and intervention of patients with high risks and chronic diseases, Dr. Hart utilizes his expertise to guide clinicians in their efforts to manage the health of the employee. In addition, he delivers much-needed acute care to patients and directs occupational medicine in his private practice. Dr. Hart has been an owner, founder and medical director of Healthstat, Hart Family Practice, Hart Industrial Clinics, Unifour Urgent Care, Hart Wellness and Industrial Health of North Carolina.
Other - Account Executive	S. Hutchins, CCWS, CPDM Vice President, Client Services	Charlotte, NC	1	With nearly 20 years of experience in the healthcare and wellness fields, Ms. Hutchins leads a Business Unit of senior account managers that manage large, complex clients. In addition to managing the Unit, she also manages select key client relationships.
Other - Project Director	A. Mathews, PMP	Charlotte, NC	5	In her time with Healthstat, Ms. Mathews has successfully managed more than 30 clinic openings, encompassing:

	Name	Location	Years with Company	Clinic Experience
Other - National VP Client Services	D. Stafford, NVP of Client Services	Charlotte, NC	3	<ul style="list-style-type: none"> • Construction • Layout • Recruiting • Clinic set up • Health assessments • Systems/technology • Training • Opening <p>With more than 13 years of experience in the healthcare and wellness fields and three years with Healthstat, the NVP of Client Services oversees the Client Services team and is the business owner for client satisfaction and customer service. The NVP of Client Services is responsible for overseeing, in partnership with the implementation manager, the implementation and/or transition of all new client clinics, as well as managing the teams who provide service to our clients. In addition, the NVP of Client Services serves as a resource for setting strategic direction for clients to maximize program direction and outcomes.</p>

4. Respond to the following background and administrative questions by placing an "X" to acknowledge the statement. If your response has some limitations or exceptions, list it. Be as brief as possible.

	Acknowledgement	Limitations or Exceptions
1. One company will be selected to operate the Lake County employee medical center (clinic).	X	
2. The proposer is to have experience in operating patient centered types of clinics, which may either be a management company onsite clinic model or a local provider patient centered model.	X	
3. An experienced local account manager, with experienced support staff, is to be assigned.	X	
4. The proposer must have procedures in place to secure data that are HIPAA compliant.	X	
5. The proposer is to assume the legal liability for their actions and inactions regarding the clinic.	X	
6. If the County determines to charge member co-pays or fees, the proposer is to have the capability to accept member co-pays and fees for services rendered.	X	
7. The clinic is to have a system in place to follow best practices and evidence based medicine guidelines.	X	
8. The proposer is to utilize electronic medical records that are accessible at all employee medical centers.	X	
9. Clinics must be capable of accepting member eligibility electronically.	X	
10. The County's members are to have the ability to schedule appointments online.	X	
11. Clinic visits, medical encounters and medication dispensing are to interface with the health plan. Claims are to be processed through the County's health plan, or claims information is to be electronically transferred to the health plan on a weekly basis. The encounter information pertinent to the visit is to be transferred to the health plan.	X	As a standard practice, Healthstat sends data to carriers/claims payors in the required HIPAA standard format (837P file 5010 format) that includes the standard elements of a claim, sometimes referred to as a "zero dollar" (information-only) claim. This provides the CPT and ICD codes for a TPA/insurance carrier to conduct cost (or other) comparisons and reporting.
12. The clinic is to have ePrescribing capabilities.	X	
13. The Company will conduct an annual member satisfaction survey, specific to the County.	X	
14. Assuming a May 2016 decision by the County, the proposer will have the clinic open and operational on October 1, 2016.	X	

B. Services to be Provided

Respond to the following list of services to be provided by placing an "X" to acknowledge the statement. If your response has some limitations or exceptions, list it. Be as brief as possible.

Issue	Acknowledgement	Limitations or Exceptions
1. Conduct periodic comprehensive physical examinations.	X	
2. Provide follow up care for abnormal screening results.	X	
3. Provide medical services to members for acute conditions.	X	
4. Provide medical services for members with chronic conditions.	X	
5. Provide follow up medical care for acute and chronic conditions.	X	
6. Provide medical care for urgent conditions.	X	
7. Provide laboratory specimen collection.	X	
8. Provide biometric screenings for blood glucose levels, cholesterol levels, blood pressure, and BMI calculations.	X	
9. Provide radiology services through a convenient and cost effective network provider.	X	
10. Provide occupational health services for impacted County employees.	X	
11. Provide employment related services for County employees to include pre-employment physicals and employment related physicals.	X	
12. The discount arrangements, utilization, and dispensing of prescription drugs will be administered in accordance with the County's health plan's pharmacy benefit manager, currently Prime Therapeutics. As an alternative, the proposer's discount arrangement may be used if the County determines that the proposer's discount arrangement is more cost effective for the County.	X	
13. Provide for the dispensing of common medications at the clinic.	X	
14. Provide for the dispensing of common medications at a convenient location in a timely manner.	X	
15. In addition to 13 and/or 14 above, provide for the filling of member medications at convenient locations in a timely manner.	X	

C. Program Management

1. Health Management Services: Describe how your Company will perform the following services. Be as brief as possible.

Issue	Description/Response
1. Conduct biometric screenings and ensure the completion of health risk assessments.	Healthstat has a full-time, in-house Health Risk Assessment team that conducts mass Healthstat Health Risk Assessments and biometric screenings at client locations.
2. Promote the completion and track compliance with identified age and gender specific screenings.	<p>Fed by medical claims data and the individuals' own responses to the Health Risk Assessment questionnaire, Healthstat's electronic medical records system analyzes each patient record to identify those patients who have gaps in care (including deficiencies in recommended yearly and age-appropriate screenings). The EMR is powered by nationally-accepted guidelines to assess the required/recommended screenings, testing, or activities applicable to the member and keeps clinic staff alerted to specific screenings that are due for each patient.</p> <p>These data are presented at the point of care as well as in the Healthstat Patient Portal. Patients who are enabled for portal access automatically receive reminders about preventive screenings and other clinical alerts that apply to them. They also receive (non-work) email and text alerts, depending on their noted communication preference. (The default modality is via non-work email.)</p> <p>Healthstat is able to conduct periodic screenings and medical surveillance examinations in the clinic such as described.</p>
3. Conduct periodic screenings in areas such as skin cancer, hypertension, vision and hearing.	Our wellness components include health coaching, health risk assessments, health outreach, and compliance tracking performed by the clinician. Healthstat clinicians are caring, compassionate and passionate about helping people, and become a trusted trained advocate to participants. Healthstat was incorporated to market primary care and wellness promotion clinics with a dedicated clinician at the Employer setting. Healthstat's vision was and remains to coordinate care with local healthcare providers – not compete. Our approach allows the best care to be provided under the collaborative eye of the clinician who acts as a trained patient advocate and advisor. Because we do not operate under a fee-for-service model, our clinicians are not concerned about seeing a specific daily quota of patients and ordering a certain number of tests. They are able to focus on their passion, which is providing the highest quality care to participants possible.
4. Act as a health advocate for members by assisting them with improved access to care, improved understanding of health conditions, and improved healthcare compliance.	On an individual and/or group level, Healthstat offers specific disease/condition management modules that are available to be conducted by either the onsite clinician at no additional cost – or by Healthstat Wellness staff for an add-on cost. We also offer targeted campaigns and challenges for participants that are ideally conducted by our Wellness staff for an add-on cost; however, depending on the dynamics of the
5. Implement health management initiatives (i.e. diabetes, weight, hypertension, cholesterol management, and wellness programs).	

Issue	Description/Response
	<p>clinic, these could be conducted by the clinic provider (at no extra cost). Topics include:</p> <ul style="list-style-type: none"> • Weight Management • Tobacco Cessation • Diabetes Education and Management • Stress Management • Nutrition Education • Cancer Prevention • Blood Pressure • Heart Health • Customized topics
6. The proposer is to be able to identify and make improvements in medical and medication care compliance.	<p>A Healthstat onsite health center integrates claims data, risk assessment data, referral and testing data, and patient encounter information into the workflow of clinicians so that they have a complete picture of what other providers the individual has been seeing, as well as tracking and reporting on the individuals' outcomes and compliance with recommended actions, such as involvement in wellness programs or other disease management treatment, to illuminate any gaps in care.</p>
7. The proposer is to contact members following medical encounters to discuss compliance and conditions.	<p>Coaching around compliance and the individual's medical condition takes place during the medical encounter. When referrals are warranted, they are documented and tracked in the EMR, which includes referral type, specialty and timeframe for completion, and it is the responsibility of the onsite clinician to ensure referrals made by them or their Supervising Physicians are tracked and that a designated plan of care is established to provide follow up with the patient. Clinicians have the ability to provide system reminders for follow-up and to calendar reminders.</p>
8. The proposer may dispense common acute medications, or as an alternative, provide the filling of medications at a pharmacy convenient to the member.	<p>Healthstat offers our clients an optional onsite Point of Care Dispensary Program utilizing pre-packaged generic medications. With our program, Healthstat providers write prescriptions for clinic participants for both maintenance and episodic treatments, and all medications dispensed are documented in accordance with all state/federal laws. Healthstat providers do not stock or dispense any narcotics or controlled substances, or samples. Healthstat finds that our preferred pricing for pre-packaged generic medications is typically 30% to 40% of what our clients pay (for generic medications) through their Pharmacy Benefit Manager (PBM) relationship. The formulary also includes over-the-counter medications such as Aspirin and Ibuprofen. Healthstat providers utilize e-prescribing to the pharmacy of record on the patient's record within our EMR with every eligible prescription (e.g., no controlled substances or narcotics) when necessary.</p>
9. The proposer will manage medication adherence for patients with chronic medical conditions.	<p>Our Point of Care Dispensing Program is a key element in our onsite clinic solution</p>

Issue	Description Response
10. The proposer will interface with prescribing attending physicians to improve generic and formulary compliance.	success. It was <i>designed</i> to drive down healthcare costs by providing cost-effective drugs that promote generic utilization while increasing your participant population's compliance with prescribed medication regimens. Through our industry-leading EMR system, <i>eClinical/Works</i> , Healthstat maintains a network of Provider-2-Provider names, which allows our clinicians to share data with physicians and specialists (with patient authorization) and, in turn, receive the data from the doctors to maintain the complete patient record for continuity of care/compliance, and tracking gaps in care. <i>The receiving provider does not need to have our same EMR system.</i>

2. Network Referrals: Describe how your Company will perform the following services. Be as brief as possible.

Issue	Description Response
1. The proposer is to identify and when appropriate, utilize a high performance provider network for care not available at the clinic.	During the implementation phase of the clinic, Healthstat works with the Employer (and their consultant, if applicable) to learn their carrier's or TPA's preferred network in the marketplace in order to direct employees in the proper manner when referrals are necessary. The clinician is provided with the network of approved providers and utilizes the high-quality providers noted. Healthstat also works with the client's carrier to identify if they have a website or book that lists those in-network or preferred providers.
2. The proposer is to identify and when appropriate, utilize a high performance facilities network.	During the implementation phase of the clinic, Healthstat also works with the Employer (and their consultant, if applicable) to identify providers within the community that have the best cost and quality metrics. Healthstat will work with these providers to establish preferred discounts for services that cannot be performed in the onsite clinic. An example of this is the relationship that Healthstat established between our client, a City in Florida, and a local imaging center. The City's firefighters are required to receive imaging services each year. In order to help save the City money on these services, Healthstat worked with the City, their consultant, and the imaging company to establish preferred pricing. In return, all firefighters are referred to this specific imaging center for job-mandated screenings.

3. Communication and Reporting: Describe how your Company will perform the following services. Be as brief as possible.

Issue	Description Response
1. The proposer is to market the services provided through the clinic to the County's members.	Healthstat has a full-time, in-house Marketing team to assist our clients in publicizing the onsite clinic, as well as supporting ongoing promotion of the clinic and any accompanying programs.

Issue	Description Response
	<p>During the Implementation phase, Healthstat's Client Services, Marketing, and Wellness teams will work to develop a Launch campaign for the clinic in consultation with the client and will incorporate any pre-existing wellness programs or events. A variety of distribution channels may be used for the campaign, including, but not limited to: signage throughout the building or campus; mailers to homes of the participants; corporate mailbox or payroll stuffers; promotion on the company's intranet site; client-sent emails to the eligible members, to name a few.</p> <p>All marketing materials are customizable with the client's logo and are available in English and Spanish (other languages are available). Healthstat has both a library of communication materials available and will develop customized marketing materials for our clients' clinics. The client approves all collateral to be used.</p>
<p>2. The proposer is to communicate with regional providers regarding the clinic capabilities and is to communicate with regional providers on specific member follow up issues.</p>	<p>Healthstat works with our providers to develop a network of local providers (reaching out, introducing themselves) if they do not already have a network in the area.</p> <p>Through the network of Provider-2-Provider names, our clinicians are able to share data with physicians and specialists (with patient authorization) and, in turn, receive the data from the doctors to maintain the complete patient record for continuity of care, follow-up communications, and tracking gaps in care. <i>The receiving provider does not need to have our same EMR system.</i> All transmission of sensitive data is securely transferred via SSL, VPN or secure FTP.</p>
<p>3. The proposer is to provide the County with monthly reports on utilization and reports on referrals outside the clinics.</p>	<p>Our Activity and Claims Trends (ACT) Report summarizes clinic activity, including but not limited to eligibility, participation, visits, aggregate patient detail (risk level, member type), encounters, patient care hours, costs per (visit, encounter), referrals, diagnoses, labs and prescriptions.</p>

G. Cost of Services

Average Monthly Plan Membership

Please note that 'Employee' includes Active Employee subscribers, COBRA subscribers, and Retiree subscribers. Members include covered lives.

Lake County	Subscribers	Members
PPO Plan		
Employee Only	161	161
Employee and Family)	169	525
Subtotal	330	686
HMO Plan		
Employee Only	318	318
Employee and Family)	516	1,737
Subtotal	834	2,055
Total	1,164	2,741

1. Management Company Model:

A. Cost and Services Information

Issue	Acknowledge	Details on Response as Requested
1. The proposer is to design, open, and operate a clinic in Lake County in a location that is convenient for the County's members. The proposer is to secure all necessary clinic facility and clinic provider licenses. As the clinic usage increases, additional clinics throughout Lake County may be added	X	
2. The proposer will manage and equip the clinic facility.	X	
3. Facilities are to include laboratory services, and limited medication dispensing, if financially feasible. If proposer desires to provide dispensing of medications, provide the details and complete the medication costing sheet.	X	
4. Hours of operation are to be flexible and set to meet the needs of the members. Provide details on the proposed days and hours of operation for Year 1, Year 2, And Year 3.	X	Healthstat recommends five (5) days per week schedule for Year 1 operations with suggested clinical hours of Monday, Wednesday, Friday 7 a.m. – 4 p.m., and Tuesday and Thursday 10 a.m. – 7 p.m. Year 2 should mimic the same schedule as Year 1. In Year 3, Healthstat assumes that participation in the clinic will increase substantially, therefore, requiring more clinician hours. We also recommend adding a Wellness Coordinator to enhance wellness activities. A suggested clinical schedule for Year 3 is Monday.

Issue	Acknowledge	Details on Response as Requested
		Wednesday, Friday 7 a.m. – 7 p.m., and Tuesday and Thursday 10 a.m. – 7 p.m. and Saturday 9 a.m. – 12 p.m. (noon). Healthstat will utilize our data analytics team to determine what the high utilization hours are in the clinic. We will strategize with Lake County, FL to determine the best schedule at that point moving forward.
5. Staff members are to be contracted (full time and regular part time) employees of the proposer and include a Board certified physician. The County reserves the right to review and approve all staff during the term of the contract.	X	
6. The proposer will perform the administrative and management services as outlined in the Scope of Work.	X	
7. Estimated cost information is to be calculated for a three (3) year period and include: all startup costs, facility leases, clinic administration and supplies, and company management fees. Facility design and projected build out costs are to be included. Details are to be listed below under B. Services and Cost	X	

B. Services and Cost

Proposed Clinic Location and Staffing

Complete the charts below using the assumptions that your Company used for the facility costing of the clinics.

<u>Clinic Location</u>	2750 Dora Avenue Tavares, FL
<u>Proposed Clinic Location</u>	Although Lake County, FL has requested a 2,000 Sq. Ft. facility, Healthstat feels that this 1,200 Sq. Ft. facility is more than adequate to accommodate the population. Our estimates in the below chart reflect a 2,000 Sq. Ft. facility, per your specific requests.

H. Savings and Guarantees

Performance Guarantees. Please indicate the performance guarantees you are proposing regarding changes in utilization and reductions in health plan costs. Baseline data will be established in 2016-2017. Indicate the amount your Company will place at risk if the performance is not reached.

Healthstat is willing to offer Lake County, FL a Performance Guarantee that applies to the following categories: Financial, Satisfaction and Change in Health. We are willing to put up to 50% of the Program Administration Fees (\$100,403) at risk for this guarantee to be applied after the first 18-months of clinical operations and distributed in the following manner;

PERFORMANCE GOAL	DEFINITION	MEASUREMENT METRIC & FEES "AT-RISK" CREDIT SCALE \$100,403.00 AT RISK	PERCENTAGE OF ANNUAL BASE SERVICE FEE "AT RISK"
Patient Satisfaction	Participants will rate that they are satisfied or very satisfied with their overall experience with the vendor once per year by completing a satisfaction survey (Likert Scale).	Percentage of participants "Satisfied" or "Very Satisfied" with the overall experience with the vendor and percentage of "at risk" fees	25%
		90+%	
		85+%	
		80+%	
Reporting	Healthstat will report clinic utilization as identified as office visits, lab work	< 80%	25%
		Number of below categories that will be reported 100% of the time to the client on a quarterly basis with the exception of the report to the TPA which will be	

	completed, Rx utilization, and reasons for the patient's visit. This reporting will be in a format that enables the TPA to illustrate clinic services. This reporting will be provided to the TPA on a monthly basis.	provided on a monthly basis.			
		<ul style="list-style-type: none"> • Number of office visits • Number of lab tests and costs • Dispensary • List of drugs • Reason for patient visit other than Blank • Provide report to TPA on monthly basis 	All Reports provided	0% credited to Client	
			0-5 reports provided	100 % credited to Client	
Account Management Satisfaction	Account Management Composite Score (all categories) of 3.0 or better (from a scale of 1 to 5) on the following categories: (1) Health-stat responds to client's issues and questions in a timely and comprehensive manner; (2) is accessible and attends scheduled meetings; (3) delivers agreed upon reports and communication on time. The assessment will be completed on quarterly basis.	Number of categories achieved 3.0 or better on defined categories regarding the Account Management Composite Score			
		3		0% credited to Client	
		2		50% credited to Client	
		0-1		100% credited to Client	25%
Health Improvement	Participants who are identified in health assessment screenings or biometrics while under the vendor's care as having one of the identified risk conditions shall be an "Eligible Participant". The vendor will achieve health improvements for Eligible Participants. See table one for risk conditions and health improvement details.	Number of categories for the attached table in Which the Minimum Target was Reached and percentage of "at risk" fees			
		7-12		0% credited to Client	
		4-6		50% credited to Client	
		2-4		75% credited to Client	25%

Percentage of Eligible Participants with the Condition that Achieve the Results			
TABLE 1			
Values for Risk Factors will be those of Healthstat.			
	Eligible Participants with the Following Health Risks	Will Achieve the Following Results	Minimum Target Percentage Improvement of employees with values as reflected in Health Risk Assessment and biometric screening results
1	Systolic BP > 140	Reduction	35.0%
2	Diastolic BP > 90	Reduction	35.0%
3	Glucose > 100	Reduction	10.0%
4	Total Cholesterol > 200	Reduction	10.0%
5	LDL Cholesterol > 160	Reduction	10.0%
6	HDL Cholesterol < 40	Increase	10.0%
7	Triglycerides > 200	Reduction	10.0%
8	Obesity	Maintain or improve BMI	5.0%
9	Tobacco Users	Healthstat provides coaching or referral to county cessation resources	5.0%

TABLE 1 CONTINUED

Eligible Participants Under the Vendor's Care with the Following Conditions	Will Achieve the Following Results	Minimum Target Percentage Improvement of employees diagnosed with certain conditions	Fees At Risk
10 Diabetics	% of Diabetics who have had annual Hemoglobin A1C test for those individuals who have self-identified or diagnosed in the clinic	75%	
11 Diabetics	<p>At the standard of care (or not applicable) for 4 out of 5 for those individuals who have self-identified or diagnosed in the clinic:</p> <ul style="list-style-type: none"> • Annual Foot Exam – We will perform or arrange referral • Annual Eye Exam - We will perform or arrange referral • Annual Influenza - We will perform or arrange referral. This excludes those who have received flu shots at health fairs or other locations • Pneumococcal at least once - We will perform or arrange referral • Self Glucose Monitoring – We will coach 	75%	
12 Asthmatics	<p>At the standard of care (or not applicable for 4 out of 5): We will oversee or refer</p> <ul style="list-style-type: none"> • Annual Influenza - We will oversee or refer. This excludes those who have received flu shots at health fairs or other locations • Pneumococcal at least once for those at risk - We will oversee or refer • Use of inhaled corticosteroid for those with persistent Asthma - We will oversee or refer • Use of short acting bronchodilator - We will oversee or refer 	75%	
Total fees "at risk"			100%

The look-back period is 18 months

TABLE 1 CONTINUED

CONDITIONS:

- Client maintains or improves incentive for Health Risk Assessment with Biometric Screening
- Client uses Healthstat Health Risk Assessment each year
- A Healthstat Wellness and Care Management Coach will collaboratively work with a Lake County Coordinator to develop a plan that will include group education and coaching sessions.

ATTACHMENT B

ADDENDUMS

ADDENDUM NO. 1

Date: February 10, 2016

Request for Proposal (RFP) 16-0209

Medical Center Services for Participants of the Lake County Health Plan

It is the vendor's responsibility to ensure their receipt of all addenda, and to clearly acknowledge all addenda within their initial bid response. Acknowledgement may be confirmed either by inclusion of a signed copy of this addendum with the initial bid response, or by completion and return of the addendum acknowledgement section of the solicitation. Failure to acknowledge each addendum may prevent the bid from being considered for award.

This addendum DOES NOT change the date for receipt of bids or proposals.

The purpose of this addendum is to provide confirming information, and answers to various vendor questions, resulting from the mandatory pre-proposal conference held February 9, 2016. **The current due date remains in effect unless specifically changed via formal addenda.** A copy of the attendee list for the conference has been placed on the County website page for this RFP.

A. The pre-proposal conference commenced with provision of an agenda containing questions and answers received prior to the conference (copy attached), and with the following matters being confirmed:

1. Proposals are due February 24, 2016 at 3:00 PM.
2. The pre-proposal conference was mandatory in nature.
3. The purpose stated in provision 1.1, and the goals of reducing costs while maintaining excellence in services, were confirmed.
4. Evaluation criteria stated in provision 13 confirmed.

5. Insurance requirements stated in provision 1.8 addressed and confirmed.
6. Provisions 1.13 and 1.14 regarding delivery and content of proposals confirmed, with reminder to ensure Scope of Services Form in the electronic response is provided in Word format.
7. Attachment content and posting formats confirmed.
8. February 15th was established as a deadline for further questions (all to be submitted in writing to the contracting officer).

B. The Scope of Services and Scope of Services Form were then addressed in detail with the following additional questions and answers being addressed in that process:

Question: Is there a current health savings plan in effect?

Answer: No

Question: Are costs for services to be processed through the health plan?

Answer: "Yes" under the local provider model, "no" under the management company model.

Question: Does the reference to a 2000 sq ft facility reflect a minimum?

Answer: No

Question: How will the construction or lease costs of a facility be evaluated?

Answer: The RFP allows for a wide range of proposals. Vendors are to exercise their judgement in responding. The County will evaluate responses on a best value basis.

Question: Has the County identified a specific existing facility for the service?

Answer: No

Question: Does the County require more than one service location?

Answer: The RFP is non-restrictive in nature. Employee locations and densities are a factor as confirmed in the evaluation criteria.

Question: Will prescription dispensing be required at the facility?

Answer: The RFP is non-restrictive in nature. This is to be determined on a best value basis.

Question: Should vendors propose a cost for fire fighter annual physicals?

Answer: Yes

Question: Is an MD required?

Answer: Yes, but not necessarily full-time on-site. Direction in this regard is stated in the RFP.

Question: Are pre-employment physicals and drug testing within the scope of services?

Answer: Yes

Question: Are annual physicals in the scope?

Answer: No

Question: Should the vendor provide for pre-employment and annual physicals for County employees to include fire fighters, and what vendor currently provides those services?

Answer: Yes, Lifescan is the vendor for the fire fighter physicals. CentraCare is the County's primary provider of initial workers comp services and would continue to be so during those hours for which the clinic is not open. It is noted that requirements for drug-testing services are limited in nature. The County currently only provides pre-employment physicals for fire fighters and a very limited number of safety sensitive positions. General County employees do not receive annual physicals.

Question: Is workers compensation service included in the scope?

Answer: Yes, to a limited degree for the services specifically stated in the RFP.

Question: Does the County intend for incentives to promote use of the facility?

Answer: Various options are under consideration. Vendors are welcome to make suggestions in that regard.

Question: Can greater claim detail be provided?

Answer: Currently available information is stated in the RFP.

Question: Is there a wellness program in place?

Answer: Yes, but to a relatively minor degree. Vendors are welcome to make suggestions in that regard.

Question: Can the County break out the claim information to designate PPO and HPO utilization?

Answer: No

Question: Can the County provide a claims run on workers compensation services?

Answer: Yes, information has been posted to the webpage for the RFP is attached hereto. It is confirmed that any workers compensation action under this RFP will be for new incidents.

ADDENDUM NO. 2

Date: February 17, 2016

Request for Proposal (RFP) 16-0209

Medical Center Services for Participants of the Lake County Health Plan

It is the vendor's responsibility to ensure their receipt of all addenda, and to clearly acknowledge all addenda within their initial bid response. Acknowledgement may be confirmed either by inclusion of a signed copy of this addendum with the initial bid response, or by completion and return of the addendum acknowledgement section of the solicitation. Failure to acknowledge each addendum may prevent the bid from being considered for award.

This addendum DOES NOT change the date for receipt of bids or proposals.

The purpose of this addendum is to provide answers to various vendor questions received after the mandatory pre-proposal conference held February 9, 2016. The current due date remains in effect unless specifically changed via formal addenda.

Question: Under the Local Provider Model, please verify that the health plan HRA tool and data and any biometrics data will be available for use.

Answer: As stated in the pre-bid conference, the County does not currently have an HRA or HAS.

Question: Please provide recent period data for the items listed under the Performance Guarantee section of the Scope of Services Form:

- Compliance with age and gender specific screenings
- Medication adherence measurements
- Normal condition status for blood pressure, cholesterol, BMI, and glucose levels
- Health plan satisfaction of employees and members

Answer: This is new information desired from the program. Historical data does not exist.

Question: Can submitters indicate in their proposal items that are exempt from the Florida Public Records Act (e.g., pricing, trade secrets, etc.)? If so, will Lake County ensure that no exempt information is disclosed?

Answer: As confirmed at the mandatory pre-proposal meeting, all materials submitted to the County will be subject to public disclosure unless specifically exempted by State Statute.

Question: At present, the RFP indicates that any contract award is to be non-exclusive, however, if the right company/vendor can provide all of the requested services, will Lake County consider making the agreement exclusive, at least for a period of time?

Answer: The County will consider this factor during the evaluation and award process.

Question: Our organization does not purchase commercial insurance policies but rather self insures. What is required for submission under this circumstance? We are happy to arrange a phone call with the management of Lake County's and our Risk Management Departments for any discussion as desired.

Answer: The County is willing to consider self-insurance for property and casualty, general liability, and perhaps for Worker's Compensation. We would prefer WC to be fully insured and will require that Medical Malpractice insurance be provided through a commercial policy.

Question: Can you confirm that we do not need to include DOT equipment?

Answer: Assuming this inquiry applies to DoT-related driver testing, yes.

ATTACHMENT C

PRICING SCHEDULE

The County shall compensate Healthstat for the provision of services described in this Agreement. The costs and fees listed in this Agreement shall prevail for the full duration of the term of this Agreement. Healthstat shall submit monthly invoices the County, pursuant to Section 3.2 of the Agreement, reflecting the reimbursement of services, management fees, and other costs associated with the operation of the Clinic in the previous month.

Management Fee: The County agrees to pay a Management Fee to HealthStat in the amount Eighteen and 22/10 Dollars (\$18.22) per employee per month (PEPM) for the term of this Agreement, and any renewal. This fee covers the costs for the following services: operating, managing and equipping the Clinic, inventorying, ordering and coordinating supplies, coordinating of all billing services, account management, administration, archival, security, training, supervising, surveying County employees, and all else required in operating the Clinic.

In the event that the County finds it in its best interest to have the Clinic open for more than forty (40) hours per week, the County agrees to provide Health with written notice. In the event the Clinic is opened more than forty (40) hours per week at the request of the County, the County agrees to pay to Healthstat an additional ten cents (\$0.10) per employee per month (PEPM) for each additional hour beyond forty (40) hours that the County request that the Clinic be open.

Medical and Office Supplies Costs. Healthstat shall be responsible for inventorying, ordering and paying any and all cost of medical supplies, office supplies and equipment required for the Clinic, including required CLIA waivers and medical waste disposal services. The County agrees to reimburse Healthstat, on a monthly basis, for the ongoing costs of medical supplies, office supplies, equipment, and medical waste removal fee required for the ongoing operation of the Clinic. Healthstat shall utilize its relationships and contracts with vendors, contractors, and other sources so that supplies and equipment purchase for the Clinic is at a lower cost.

Set-Up Dispensary Cost. The County agrees immediately after execution of this Agreement to pay Healthstat a one-time set-up Dispensary Cost in the amount of \$6,000.00 to cover the cost of the pre-packaged medication dispensing program which includes all pre-packaged medication necessary to initially stock the Clinic, necessary equipment, training, trainer(s), dispensary computer systems, computers, hardware, software, printer, bar code scanner, and cabinets to house pre-packaged medications. The types and requirements of the medications for the Clinic is detailed in Attachment "D", attached hereto and incorporated herein.

Pre-packaged Medication Costs. The parties agree and acknowledge that the costs to have Clinic sufficiently stocked with pre-packaged medications is an additional cost to be paid by the County on a monthly basis. In addition to the costs of the pre-packaged medication, the County will incur indirect costs such as shipping cost and taxes, if any. Healthstat agrees to work with the County to

Other Administrative Cost. Within twelve (12) months of the execution of this Agreement by the parties, the County agrees to pay Healthstat a one-time "Other Administrative Cost" fee in the amount of \$33,057.00. The parties agree that this one-time "Other Administrative Cost" covers the costs and fees for the following: initial set up of exam rooms at the Clinic, computers and computer fees for personnel at Clinic, software, hardware, furniture for Clinic, reporting, travel, patient engagement, HRA administration, janitorial fee for the first year only, and medical waste removal fee for the first year only.

In the second year of the Agreement and every year thereafter, the parties agree that the County will reimburse to Healthstat the annual janitorial fee and annual medical waste fee, unless otherwise agreed to by the parties.

Mass Health Risk Assessments (HRA): Healthstat will perform Health Risk Assessments (HRA), as specified in Attachment A, in the first year at agreed upon time and places to serve County employees at a cost of \$45.00 each with a guaranteed minimum of \$13,500.00 in year one. Subsequent yearly pricing will be as negotiated.

Estimated Clinic Annual Cost to Lake County * (*Based upon 1164 employees)	
Facility Costs	\$24,000
Utilities	\$4,200
Staffing (40 hr./week MD and Medical Office Assistant)	\$368,160
Lab draw and Pharmacy Dispensing administration	\$0
Medical Supplies	\$20,147
Office Supplies	\$2,628
Licenses and Professional Fees	\$200
Management Fee	\$254,478
Pre-packaged Medication Costs	\$18,000
Health Risk Assessments (HRA) at Mass Event(s) *At \$45.00 per employee with a minimum of \$13,500 for the first year only. The HRA fee will include, at minimum, height and weight measurements, blood pressure, triglycerides, total cholesterol, HDL, LDL, and glucose levels. CBC and metabolic panels will be conducted as necessary at an additional cost. Employees who are not able to attend the Mass Event(s) will receive Health Risk Assessments at the clinic for the cost of lab fees only.	\$13,500
Total Annual Cost	\$705,313
Adjusted Cost for Workers Compensation and Employment Physical Services	\$581,870
Cost per Office Visit	\$193.96

Start Up Costs of Clinic (one-time costs to be paid during 2016-2017)	Amount
Cost and Labor for design, renovating and preparing the facility for the Clinic	Up to \$6,000.00 (Healthstat will pay any costs in excess of \$6,000)
Set-Up Dispensary Cost	\$6,000.00
Other Administrative Cost	\$33,057.00
Total	\$45,057.00

ATTACHMENT D

MEDICAL EXAM ROOM SUPPLY LIST

Part Number	Item Description	UOM	1 exam room	2 exam room
			QTY	QTY
UA710A	ACCUTEST URS URINE STRIP 10S	EA	1	1
1625314	ADDAPRIN 200MG TAB UD 250X2	BX	1	1
781715529	ALBUTEROL .083% SOL 60X3ML	BX	1	1
115	ALCOHOL ISO 70% 16OZ 12/CS	EA	1	1
521	ALCOHOL PREP MED ST 200/BX	BX	1	2
1625303	AMINOFEN/ACETAMIN 325MG TAB UD	BX	1	1
1401	AMMONIA INHALANTS 10/BX	BX	1	1
24-106-2s	APPLICATOR CT 6in ST 2'S	BX	1	1
80513	ASPIRIN 325MG TABS 250X2	BX	1	1
911-36	ASPIRIN 81MG TAB ADULT CHEW	BX	1	2
81006	BAG GROCERY 2# BRN 500/CS	CS	1	1
281	BANDAGE ADH SHEER 1X3	BX	1	2
282	BANDAGE ADH SHEER SPOT	BX	1	2
054	BANDAGE ELAS 4in DLX HK/LP LF	BX	1	2
1280	BASIN EAR GOLDNAMER	EA	1	2
2325	BASIN EMESIS 9in DUSTY ROSE	EA	2	3
00603023516	BISMUTH PINK TABS 30/EA	EA	1	1
1774	BP UNIT ADULT DLX <i>Upgrade</i>	EA	1	2
1777	BP UNIT LG ADULT DLX <i>Upgrade</i>	EA	1	2
1778	BP UNIT THIGH DLX w/gauge	EA	1	1
GE75ARS120V-0008604	BULB GE 75A/RS 120V #18274	EA	1	2
231	CAUTERY HI-TEMP FINE 10/BX	EA	1	1
9781587792311	CHART DANGERS OF SMOKING	EA	1	1
1587791153	CHART EAR NOSE THROAT	EA	1	1
9894PU	CHART HEALTHY EATING	EA	1	1
1587791528	CHART HEART	EA	1	1

9862PL1.5	CHART UNDERSTAND ASTHMA	EA	1	1
9875PL1.5	CHART UNDERSTAND COMMON COLD	EA	1	1
1587793911	CHART UNDERSTANDING DIABETES	EA	1	1
1-58779-941-3	CHART UNDERSTND ALLERGIES	EA	1	1
2600	COTTON BALLS MED 500/BX	BX	1	2
531	CURETTE EAR OVAL WHT 50/BX	BX	1	1
70-150	CPR MICROSHIELD ORANGE POUCH	EA	1	2
20033	DIAMODE 2MG TAB 100X1S	BX	1	1
00641037625	DIPHENHYD 50MG SDV 1ML	EA	1	1
52400	DISPENSER DIAG SPEC W/O STOR	EA	1	2
3114	DISPENSER GLOVE BOX TRP HORZ	EA	1	2
PS216	DRAPE 18X26 FEN ST BLUE	BX	1	1
106	DRAPE 40X48 TISSUE 2PLY WHT	CS	1	1
724101	EPINEPHRINE 1:1000 AMP 1ML	EA	3	4
54505010201	EPINEPHRINE .3MG 1/BX	EA	1	1
291734	Exam room Flags EA =4 COLORS	EA	0	0
1240	EYE CHART SNELLEN	EA	1	1
2149	EYE PAD OVAL 1-5/8X2-5/8 ST	BX	1	1
198-18	EYEWASH IRR SOL 4OZ	EA	1	2
17478-0404-01	FUL-GLO 1MG OPH STRIP 100/BX	BX	1	1
41032000	GAUZE CONFORM 3in NS	BX	1	2
16-4153	GAUZE CONFORM 3in ST	BX	1	2
155	GERMICIDAL SOLUTION	EA	1	2
907	GLOVE EXAM NITRILE MED PF	BX	1	2
	GLOVE EXAM NITRILE SML PF	BX	1	2
	GLOVE EXAM NITRILE LRG PF	BX	1	2

00904589615	GLUCOSE FAST ACT TAB 10/BT	EA	1	2
1702	Glasses Protective 100/bx	BX	1	1
104	GOWN EXAM 30X42 WHT 3PLY	CS	1	1
2284	HAMMER TAYLOR PERCUS 6.75in	EA	1	2
53-27037-18	HAND SANITIZER GEL 18OZ PUMP	EA	2	3
3084	HOT COLD PACK REUSE 6.75X4.5	EA	5	5
117	HYDROGEN PEROX 3% 16OZ 12/CS	EA	1	1
3455	JAR SUNDRY PLASTIC LABELED	CS	1	2
00003-0293-28	KENALOG 40MG/ML 10ML	EA	1	1
221	LACERATION TRAY W/INSTR	EA	4	4
3175	LANCET 28G SAFETY BLU 200/BX	BX	1	1
427602	LIDOCAINE 1% MDV 50ML	EA	1	1
317802	LIDOCAINE 1% W/EPI 30ML	EA	1	1
314	LIGHT EXAM 10-60W GOOSENECK	EA	1	2
158750	MARCAINE .25% 50ML	EA	1	1
311	MAYO STAND 19X12.5in ADJ	EA	1	2
050-60	MEDIKOFF DROPS 600 CHERRY	EA	1	1
HS711-100	MOUTHPIECE ASSESS ADULT 100S	BX	1	1
5650D	NEBULIZER PULMO-AIDE	EA	1	1
32642	NEBULIZER W/MOUTHPIECE 50CS	EA	1	1
SG2-1838	NEEDLE 18X1.5 SAF 100/BX	BX	1	1
SG2-2525	NEEDLE 25X1 SAF 100BX	BX	1	1
102-N270SS	NEEDLE 27X.5 SAF 100BX	BX	1	1
00071041824	NITROSTAT .4MG TABS 100/BT	EA	1	2
97101-M	OTO/OPH DIAG SET 3.5V CASE	EA	1	2

777 SERIES	Oto/Oph Diagnostic Wall sets w/bp/therm	EA	0	0
2131	PACKING STRIP W/IODO 1/4in ST	EA	1	2
HS755-012	PEAK FLOW METER ASSESS FULL	EA	1	2
6802	PENLIGHT FLUORO-DOT	EA	1	2
51107-553	PILLOW 19X25 DISP 12/CS	EA	1	2
109	PILLOWCASE 21X30 TP WHT ECON	CS	1	1
31-01-0500	PORTABLE EMERGENCY O2 KIT	EA	1	1
5001	PREG HCG CASSETTE WAIVED	BX	1	1
3068	PROBE COVER F/3069 TYMP	BX	1	2
CAT1	PSS PRODUCT CATALOG 2012	EA	1	1
1309	PUNCH BIOPSY DISP 2MM 25BX	EA	1	2
1313	PUNCH BIOPSY DISP 4MM 25BX	EA	1	2
1315	PUNCH BIOPSY DISP 6MM 25BX	EA	1	2
035	PVP PREP SOLUTION 16OZ	EA	1	2
986	PVP SWABSTICK ST 1'S 50/BX	BX	1	2
5055	QUINTET AC GLUCOSE METER	EA	1	1
5059	QUINTET AC GLUCOSE STRIP	BX	1	1
	QUINTET AC GLUCOSE CONTROLS	EA	1	1
4678	RACK TEST TUBE 13-16MM 50PLG	EA	1	1
Q89072	SANI-CLOTH+ LG WIPE 160/BX	BX	1	2
484	SCALE MECH W/HEIGHT ROD	EA	1	1
1644	SCALPEL #11 SAFETY DISP 10BX	BX	1	2
10-90319	SCISSORS BNDG/UTIL 7.5in	EA	1	2
305551	SHARPS COLL 5.4QT CLR	EA	1	2
305447	WALL BRACKET LOCKING 5.4QT	EA	1	2
R5200-01	SODIUM CHL .9%1000ML IRR PIC	EA	1	2
52434-U	SPECULA EAR ADLT DISP 4.25MM	BX	1	1
SPK500	SPILL KIT BODY FLUID 50CS	EA	1	2
2208	SPONGE GAUZE 2X2X8P NS	BX	1	2

187	SPONGE GAUZE 4X4X8P ST2S	BX	1	2
198	STAFF BIO PROTECTION KIT 20/CS	EA	1	1
307US393	STOOL EXAM PNEU BLACK	EA	1	2
5003	STREP A DIPSTICK WAIVED 25BX	BX	1	1
S1668G	SUTURE 5-0 NYLON DS16/PS3	BX	1	1
100124	SUTURE REMOVAL KIT W/PREP	EA	1	2
305950	SYRINGE 1CC 27X.5 ALLERGY SAF	BX	1	1
426	SYRINGE 20CC LL 50/BX	BX	1	1
SG2-03L2325	SYRINGE 3CC 23X1 LL SAFE	BX	1	1
423	SYRINGE 5CC LL 100/BX	BX	1	1
204001	TABLE EXAM REC/STRG BASE	EA	1	2
100	TABLE PAPER 18in SM WHT 225'	CS	1	1
002-0871-312	TABLE TOP 20X/22X BLK	EA	1	2
100201	TAPE CLOTH 1in REPARA 12RL/BX	BX	1	1
100181	TAPE PAPER 1inX10YD 12/BX	BX	1	1
1464826	THERMOMETER REFRIG RECORDING	EA	1	1
3069	THERMOMETER TYMPANIC	EA	1	2
24-202	TONGUE BLADE ADULT NS 500/BX	BX	1	2
269	TOWELETTE BZK 100/BX	BX	1	2
890	TRIPLE ANTI OINT .9GM 144 IND PACK	EA	1	2
821	PULSE OXIMETER FINGER	EA	1	1
78810	ILLUM VAG SYSTEM COMPLETE	EA	1	1

ATTACHMENT E

Medication and Dispensary

1. Healthstat shall provide the services set forth in this Agreement immediately upon opening of the Clinic.
2. Healthstat shall coordinate and establish a Dispensary at the Clinic.
3. Healthstat shall coordinate the licensing of the Clinic Provider, Pharmacist and Dispensary according to applicable state laws.
4. Adjudicating to a Pharmacy Benefit Manager is not included.
5. Healthstat shall coordinate the delivery of a cabinet which will be designated as the Dispensary to store the medication which will be distributed by the Clinic Provider.
6. Healthstat shall coordinate the delivery of the initial supply of medication as listed below, which may change from time to time:
7. Healthstat shall ensure that the following medications are available at the Clinic for distribution, unless otherwise agreed.

Brand	Generic	Strength	Qty	Form
VENTOLIN HFA	Albuterol Sulfate	90MCG	8GM	INH
Norvasc	Amlodipine Besylate	5MG	90	TABS
Augmentin	Amox/Pot Clav	875/125MG	20	TABS
Amoxil	Amoxicillin	500MG	30	CAPS
TENORMIN	ATENOLOL	50MG	90	TABLETS
LIPITOR	ATORVASTATIN CALCIUM	40MG	90	Tablets
Z-Pak	AZITHROMYCIN (#6/Card)	250 MG	6	TABS
Lotensin	Benazepril HCl	20MG	90	TABS
Tessalon Perles	BENZONATATE	100MG	30	CAPS
Keflex	Cephalexin	500MG	20	CAPS
Zyrtec	CETIRIZINE HYDROCHLORIDE	10MG	30	TABS
Cipro	Ciprofloxacin	500MG	14	TABS
Celexa	Citalopram	20MG	30	TABS
Flexeril	Cyclobenzaprine	10mg	20	TABS

Nexium	Esomeprazole	20MG 24HR	42	CAP
Prozac	Fluoxetine	20MG	30	CAPS
Flonase	FLUTICASONE PROPIONATE	50MCG	16	SPRY
Glucotrol	Glipizide	5MG	30	TABS
Glucovance	Glyburide and/metformin	2.5-500	60	TABS
HydroDiuril	Hydrochlorothiazide/(HCTZ)	25MG	90	TABS
Motrin	Ibuprofen	800MG	30	TABS
Synthroid	Levothyroxine Sodium	88MCG	30	TABS
Synthroid	Levothyroxine Sodium	75MCG	30	TABS
Synthroid	Levothyroxine Sodium	50MCG	30	TABS
Zestril or Prinivil	Lisinopril	20MG	90	TABS
Zestril or Prinivil	Lisinopril	10MG	90	TABS
Cozaar	Losartan Potassium	100MG	90	TABS
MEVACOR	LOVASTATIN	20MG	90	Tablet
Glucophage XR	Metformin	500MG	90	TABS
Glucophage	Metformin HCl	1000MG	90	TABS
Singulair	Montelukast	10MG	30	TAB
Prilosec	Omeprazole	20MG	90	CPDR
Deltasone	Prednisone	5MG	21	TABS
Phenergan	Promethazine	25MG	20	TABS
Zoloft	Sertraline HCl	50MG	30	TABS
Zocor	Simvastatin	40MG	90	TABS
Zocor	Simvastatin	20MG	90	TABS

Bactrim DS	Sulfamethoxazole/Trimethoprim	800-160	14	TABS
Kenalog	Triamcinolone Acetonide	1%	15GM	CREAM

8. Healthstt shall coordinate inventorying and re-stocking of medication in the Dispensary.
9. Healthstat shall coordinate training of the Clinic Provider regarding the distribution procedures for the Dispensary.
10. Healthstat shall coordinate supervision of the Clinic Provider by their overseeing physician in order to comply with state regulations, as required.
11. Healthstat shall coordinate the delivery and installation of the dispensary platform.